Previous references.

Notfn No 6961-Ex 346 dy 7-3-1901.

1901-02 (Sap. Rev)

File No.

Serial Nos.

15-1901

Later references.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1 — 16

Major **Part B. for** August 1901.

SUBJECT

Papers re- The Sale of Toddy Shops of Bangalore Taluk for 1901-02.

2-3-16

1. From The Excise Comr. No. 5715-278 dy 18-4-01.
Reports the result of the Sales of Toddy Shops of Bangalore Taluk for 1901-2.

2. To The Excise Comr. No 8442-433 dy 18-4-01.
Forwards for disposal Copy of telegram from petitioners Hanumanthu Row & others Complaining that the toddy Shops for 1901-2 have been given away for a sum less than their offer.

3. From The Excise Comr. No. 5-666/316 dy 1-5-1901.
Recommends that the 4 toddy Shops be given to one Chik Basavanna as per his tender or that a resale of all of them be held

GBB—4,000—4-7-11

9289-90 dt 11

Orders That the Sale held is set aside & of all the 14 Shops be held in conformity with Rules.

Hoolagi Row & Co. Toddy Contractors, Bangalore Telegram Regd No 8293 dt 4-6-01.

Prays for the Confirmation of the Sales of certain toddy Shops in the City.

6. From Hoolagi Row & others.
Petn Regd No 4524 dt 7-6-01.
Prays for the Confirmation of the Sale of 14 Shops of the Bangalore City for which deposits have been accepted.

7. To the Excise Commr No 9877 dt 10-VI-1901.
Forwards the two above (Nos 5 & 6) for early report thereon.

8. From the Excise Commr No. 6421/403 dt 10-6-01
Reports the result of the resale of the toddy Shops of the Bangalore City for 01-02.

9. To the Excise Commr No 9991 dt 15-6-01.
Requests to expedite the report awaited (Vide Sl. 7)

10. From the Excise Commr No. 6725/414 dt 14/15-6-01.
Furnishes the report called for

11. From the Excise Commr No. 7107/418 dt 18-6-01.
Informs the Secy. of the above date rep. to his no. 9991 dt 15-6-01 (Vide Sl. 9) & the Petns.

12. To the Excise Commr Rc No. 10,117-83 dt 21-6-01.
Rejects the petition of Hoolagi Row & others on the ground that the bid of Mr Swamy Naidu for Rs 31,300/- is upheld.

13. From Hoolagi Row & others.
Petn no 27738 dt 17/22-6-01.
Represent that the above matter many

Very urgent !

Encl B

15 of 1900

The rule (3) that gave 15 days' time for Payment of deposit money was not adhered to in demanding Security, but the Parties acquiesced when called upon prematurely to furnish Security and gave Bhikabasanna's bond.

As to whether the ~~whole~~ obligation was intended to be taken as an undivided whole, the 2nd Cr is of opinion that the transaction of each bidder was intended to be separate. For the opposite view, it is submitted, the following arguments may be advanced:

1. The words in question are ಪ್ರತಿಯೊಬ್ಬ ಮತದಾರನೂ ಮತದಾರನ ಹೆಸರು ಮತ್ತು ಮತದಾರನ ಸಂಖ್ಯೆಯನ್ನು ಪ್ರತಿಯೊಂದು ಸಂಖ್ಯೆಯನ್ನು ಪ್ರತಿಯೊಂದು ಹೆಸರಿನ ಮುಂದೆ ಬರೆಯಬೇಕು. There is no doubt as observed that ಪ್ರತಿಯೊಂದು is distributive in meaning, but the particle ಮತ್ತು seems to be collective, and if the distributive sense had been intended, the

proper practice would have been "&".

2. In the agreement of the purchasers about the transfer of shops, the collective meaning seems more prominent than the distributive (about the shops) even if

However, there is not enough to show that the purchasers undertook a collective liability, and consequently the failure of some to pay rendered the act of those who paid also null, the chief consideration seems to be, whether on resale of the shops, the Govt. rev. may not fall, if the number of shops offered ~~by~~ for sale is reduced ~~th~~ by three.

Submitted to the Diwan as desired by the 2nd C.

4/8/1901

Very urgent—

I have given this case my best consideration and am unable to agree with the views formed in the view he has taken of it

Each of the 14 shops in question was sold separately and was knocked down to the highest bidder thereof. One Balooba purchased 11 of the shops while the remaining 3 were purchased by 3 different individuals. Each of the purchasers above paid the deposit required by para 3 of the notification of the 7th March viz 1/24 th of the amount of his bid which means one half of the monthly rental. I do not think any further payment or security was demandable for fifteen days after the confirmation of sale by the Dy Comr. These 4 purchasers were however called upon to pay almost the balance of 3 months rental or to furnish security for its payment in a week. They offered one

Basanna as surety & he was accepted - Durkâ) of 4 separate bonds, a single Muchelika was taken from the surety with details separately shewn against each of the 14 shops & with the total amount shewn against for which he would be accountable in case of default by the purchasers - The following recital in that document is important, viz: "If the respective (or several) shop owners fail to produce the money and if it is recovered from me, these shops should be transferred to my name. I shall myself pay the whole amount of each (several) shop and obtain possession of the Bak". The word used in the Muchelika is "ಪ್ರತಿಯೊಂದು" which I believe I am right in rendering into English as "respective", "several" and "each" - The notes on the leaves of which Basanna mainly relies, does not support his contention that he must be given all the

This does not seem to be quite correct. What is done from each has been separately specified but the payment of 1500 has been split up into two 500 has been shown against the first name & 1000 jointly against the others. So this ground is not of much support to prove the conclusion of individual transaction.

Per contra Secretary's interpretation of the word each which is unsound - Another report reads as if it is a joint transaction.

Another discrepancy notes that the name called Chan

Chellabasanna
Library was issued
after the time of
the purchasers
had paid up their
money - This demand
was for both
lands with reference
that the security
was treated as
joint and not
individually
split up.

Instruct
The Court states
that the shops had
been sold for 29200
& a general mean
of 3.0000 was agreed
upon that also
indicates that all
the shops were treated
jointly -

It is also said
that 3 of the shop keepers
had already transferred
to the Bellary man
and the rents also
will be taken up
by him and receive
a joint transaction
on the whole

14 shops or none at all -
The full deposit required
was paid by the pur-
-chasers of 3 of the
shops within the time
prescribed ; & the Dy
Comr thereupon pro-
-ceeded to execute
their purchases & give
effect to them - Balabha
was the only defaulter
& the Dy Comr had to
deal with the surety
as regards only his 11
shops - The case was
not in my opinion one
of joint and several
obligation as the pur-
-chase of all the 4 purchasers
on the very return of
their bids, it is evident that
each of the 4 men had
no manner of interest in the
shops not included in
his purchase and could
not be deprived of his
shop by reason of
the other men not or any
of them not making
payment within the
prescribed time - In
the Amildar's notice
the total amount of the Kisty
bond is referred to but
not the amount actually
demanded from Basanna
It is a case of great hardship

6

Rather hurt that such
a case should not
add to, or subtract from,
the engagement entered
into by the parties con-
cerned - I am clearly
of opinion that the Dy
Comrs action was
not open to objection -
There are no grounds for
interference with
his order(!) confirming
the sale of the 3 shops,
the purchasers of which
made no default of pay,
But setting the resale of
the other 11 shops the
purchasers of which
& his order fixed a
subsequent day for
Peerbhoy Rasanna now
claims that has a
valid grievance - I cannot
see how all the 14 shops
caused the Court to
Rasanna, or why
they should be resold,
as recommended by
the Collector -

A short order
allowing the Dy Comrs
action & declining to
interfere with his order,
should be passed -

4/5/01

I do not quite under-
stand the Dy Comrs
order, passed
the sale of purchasers
Mr Peerbhoy Rasanna
claims, therein after
hearing the Secretary -

The result by this
procedure is that
three applicants
shops or plots have
been granted by their
Collector have been
Undisturbed - & the
other 11 who have
appeared many for
many months to
In such a case the
loss may be quite
undeserved &
absolutely
unforseen -
This, as part of
the functions
assigned
Commissioner -
Collector -

I do not think it
necessary to interfere
Please place at
the Secretary

4/5/01

7

GOVERNMENT OF MYSORE

My dear Sir Reuben Gregson -

In case you have referred home about the toddy sale of the Bangalore City - is not easy to decide - If I had time, I would have discussed the question with you & come to an understanding. It seems to me that the Municipality of Bangalore has made a confusion of the whole business. From his rulings he seems to have understood that Basanna was a collective security - for if the three of the purchasers had paid up their deposits why should Basanna on the 22nd have been demanded to pay up the whole of 6000 Rs. The

?

report does not say how much the other men had paid up -

I am not quite convinced of the reasons advanced for selling the 71 shares - Busanna maybe made to stand by his agreement He does not decline to pay money not to pay because all the shares were not sold and if his refusal is held not to be supported by good grounds why should he not have been forced to pay up the shares & bound to take shares of the purchase money realized from sale of the shares in due course - Supposing that the three shares which have been paid for are the best my doubt is whether we should not be running the risk of suffering a loss when the other unpaid shares are sold - I think

you may have a talk with the Privy Council and do what is needed - as there is so much of doubt and uncertainty and confusion in my mind as to how all the shops de novo without giving more to any combination or preference with regard to the shops - This is a matter in which it is personal discussion - and not the judicial conception of pure rights & liabilities on the construction of a badly worded document which might require the decision. I could not talk about it to the Privy Council whose recommendation should not also be ~~quickly~~ over-ruled except when it is expedient to do so. With these observations I remain dear

1,

I send these papers back and ask you to consider the heads I have suggested & in consultation with the Solicitor come decides the matter as seems best. What I am disinclined to do is to draw minute & fine differences & try to decide this matter on supposed rights & liabilities - As pointed out by you the demand of three months rent is clearly not quite legal & ought we not to prefer that it is these demands which might have reduced the final bids.

Yours very truly
William Lindsay

5th Nov 1901

11

11th May
1891

24 Buckingham

My dear Sir

I send a note
on the City Road Sale -
I shall wish upon
you when wanted
to explain any matter
not clear

Yours very truly
W Runciman

C. Freeman Esq
Member of Council

12

O.

5th Bungalow
Sunday 12th May
1901

My dear Sir

I send the file with a memo begun this afternoon I trust it has reached your personal hands ere this D.C.'s letter in reply is with it

Yours very sincerely
[illegible]

Memorandum

The Bangalore District Deputy Commissioner's official letter in reply to my D.O. letter asking for additional information, has been received, and is put up with the file, together with copy of my D.O. He says:—

"Each shop was sold separately. The amount realized was Rs 29,220. The current years 'Con--tractors' bid is Rs 30,000 for the whole.

As the shops were sold separately, their purchasers were told to raise their respective bids so as to make up 30,000 Rs. This they did, and none having offered more than their bids, the same were

The sale list sent up by him does not show this. It's total works out to Rs (30,000) thirty thousand. The original Kacha Sale Patti was apparently a different one. The difference between 30,000 and 29,220 is 780. But if the amounts of the last bids but one are taken and the differences between these and the final

were confirmed with all formality.

16

final bids are noted separately and added, the total amount will be 100+170+180+600+390= 1440.

The point therefore simply to be noted is that the sale list now sent up does not confirm the statement in the Deputy Commissioner's letter above extracted.

In his docket A 168, Dy 26th April the Deputy Commissioner states —

Three of them were bought by three different individuals. From the remaining 11 Balappa was the highest bidder in each case, 10 shops having been knocked down in his name and one to that of his brother.

The highest bidder for one of the first three shops paid three months' rent then & there and

In his subsequent communication No 169, Dy 30th April the Deputy Commissioner states

"The purchasers of the shops referred to paid on the day of sale $\frac{1}{24}$th of the whole amount of the year as required by the rules saving one man viz Balappa who

and the highest bidders for the other two shops paid them deposits subsequently.

who paid Rs 700 instead of 700 sold.

They promised to pay the balance of the amount required to make up three months' rent within 7 days. It was for this latter payment that Chickabasanna stood security. Three of the purchasers paid up the amounts required to make up the 3 months' rent. It was only Balappa, the purchaser of the remaining 11 shops, that made default. Thereupon the surety was asked to pay the amount. He wanted that all the 14 shops should be given to him if he should pay any amount. As the purchasers of the three shops had

had paid up the amounts due by them & the sales had been confirmed, it was not possible to give these 3 shops to him. In his letter now received, the Deputy Commissioner says -

"Puttanaijappa who bought shop no 2 paid Rs 500 instead of Rs 198 (the $\frac{1}{24}^{th}$ part of the annual rental).

Thimmaiya who bought shop no 3 paid Rs 90.

Venkatachalaiya who purchased shop no 10 paid Rs 57.

Balaiya & his brother who bought the remaining 11 shops paid Rs 853 instead of Rs 922, borrowing Rs 153 from the said Thimmaiya and

2/

and Venkatachelapa as he had only 700 Pts ditto him, and the said two persons could not lend more than Pts 153.

These extracts are purposely made in order to ascertain definitely the payments made by each one the day of sale and how the amounts have been received and credited in the Treasury. The appended Statement shows (1) the Index number of the Shop (2) the amount of bid (3) the $\frac{1}{24}^{th}$ part which should have been deposited and the (4) amount stated to have been actually collected for the initial deposit according to the Sale Patti and (5) the name of the purchaser in the Sale Patti

Serial no	Index number of Shop	Amount of bid	Correct initial deposit of 1/24	Amount collected for deposit as per Sale patti.	The name of the purchaser in the Sale Patti.	Payment to Treasury.
1	(11)	3680	$153\frac{1}{3}$	154	Narasê Gowda	The Deputy Comm. in his present letter says "In the Treasury "account 500 Rs "are shown as "having been paid "by Puttanaiyappa "and Rs 1000 by "Balaiya & others."
2	(4)	2470	$102\frac{11}{12}$	103	Balê Gowda	
3	(5)	2480	$103\frac{1}{3}$	104	Balê Gowda	
4	(6)	1830	$76\frac{1}{4}$	80	Balê Gowda	
5	(7)	1830	$76\frac{1}{4}$	80	Balê Gowda	
6	(8)	1830	$76\frac{1}{4}$	80	Balê Gowda	
7	(9)	4470	$186\frac{1}{4}$	187	Balê Gowda	
8	(11)	660	$27\frac{1}{2}$	28	Balê Gowda	
9	(12)	650	$27\frac{1}{12}$	28	Balê Gowda	
10	(13)	640	$26\frac{2}{3}$	27	Balê Gowda	
11	(14)	1220	$50\frac{5}{6}$	51	Balê Gowda	
Total	11	21,760	$906\frac{2}{3}$	922		
12	(2)	4730	$197\frac{1}{12}$	198	Puttanaiyappa	
13	(3)	2160	90	90	Thimmaiya	
14	(10)	1350	$56\frac{1}{4}$	57	Venkatachelaiya	
Total	3	8240	$343\frac{1}{3}$	345.		
Grand	14	30000	1250	1267.		1500

In the Mutchalika Rs 500 are shown as paid by Narasê Fowda for shop no 1

Nothing is shown against shop no 2 Puttanayappa but the Deputy Commissioner now states that it is Puttanayappa that paid 500 Rs for shop no 2, so that Narasê fowda who is purchaser of shop no 1 paid nothing. It would seem however that Balê fowda represents the party and certain payment is shown against him in the Mutchalika The Deputy Commissioner states that "the circumflex or bracket line in the Mutchalika does not extend to Puttanayappa"

and

"the sum of Rs 1000 refund to is not shown against shop no 12 or 13 but against all the 13 shops"

Note - Here we have to remember that Balaiya represented only 11 shops The above explanatory statement would mean that Rs 1000 was lumpsum deposit for 13 shops.

The

The following exposition will be clearer:-

In all there were 1500 Rs received that day

of this sum — 500 - were paid by Puttanayjappa for shop no 2.

Balance left is 1000 Rs.

Shops left 13.

Balaiya and Narasê Jorda representing 118 shops were purchasers - 21760 Rs. Their initial deposit calculated at $\frac{1}{24}^{th}$ amounts to $906\frac{2}{3}$

The sale patti shown as Vasul for these 922.

If 922 is deducted from 1000 - balance left is 0078. This sum only was available for shops 3 & 10 now left and purchased by Thimmaiya and Venkatachelaiya

But the deposit for 2160 for shop no 3 works up to 90 for 50 for — 10 — 57

Total — 147 against available 78, so that calculating the money present Rs 1000 only, for 500 is exclusively

3/

exclusively. Puttanayappa's for shop no 2.
any way the initial deposit was not fully
paid either by Balê Gowda or Thimmaiya
& Venkatachelaiya The Deputy Comm^r
may be understood to mean that

700 had been brought by
Balê Gowda
500 by Puttanayappa and
300 by Thimmaiya & Venkatachelaiya.

Puttanayappa did not accomodate
any other - Thimmaiya & Venkatachelaiya
after paying their deposit of Rs 147 for
(90+57)
3 & 10 could only accomodate to the
extent of 153 which they did. Balê
Gowda with this accomodation not-
withstanding, could not make up 922
but only 853. If then Balê Gowda de-
faulted in the initial deposit why
was the sale confirmed to him by

by the Deputy Commissioner & that too on the day of sale: Compare Statement in Sale Patty that 922 have been collected (Vasul) by Bale Gowda This would transfer the default to shops No 3 & 10 of Thimmaiya & Venkatachelaiya. In which case the confirmation of their sales is irregular. Again the Sale Patty shows 198 only as Vasul by Puttanajappa for initial deposit - If so Puttanajappa has 500 - 198 = 302 to spare. This is not shown as credited to anything but initial deposit -, in the Treasury according to Deputy Commissioner's letter.

Along with this the fact exists that Puttanajappa signs the Chickabasiamas mutchalika like any others. There

There is no record that Thimmaiya & Venkatachelaiya had any of their own money The Deputy Commissioner no where makes an express Statement to that effect.

It appears to be nearer truth to suppose that the Deputy Commissioner insisted on having three months' rents deposited atonce on the very day of sale. Every one was unprepared and in this respect failed; for even Puttanaujappa had only 500 instead of eleven hundred and odd. This may account for Chickabasamma's Mutchalika having been signed by Puttanaujappa also.

These foregoing observations are made taking into consideration all information those vouched by records and those simply stated by the Deputy Commissioner But strictly speaking, there seems

every

every valid reason to infer that the one thousand and five hundred rupees then in hand was treated as initial deposit for all the shops by Common consent of all the parties. For even Balê Sowda was treated as having paid the initial deposit of 922.

The Amildar may say each was understood to be separate but against it—

the Bellary men in their appeal would seem to signify that they were prepared to bid for 30000 & compete if all the shops were sold together.

The Surety undoubtedly means that the entire number of 14 shops were to be dealt with uniformly on any default. Now to say otherwise is contradicted by the Sale Patti + the Treasury Credit. Sale

4/

Sale patti shows 922 as vasul by Bale Gowda The District Treasury Account shows 1500 as Deposit in Amildar's favor without particulars.

Varg Rajeenamas are put up

On the strength of the entries in the Sale patti – the Vaouli of initial deposit of Thimmaiya & Venkata chelaiya is open to doubt & controversy. Pending the decision of this – as bearing on the regularity of the sale – the transfer has been held in abeyance.

M Devendraiya

Bangalore
11th May 1901

Excise Commissioner
in Mysore.

I have conferred with
Mr Dunnage & have
also duly considered the
further information furnished.
I am unable to
say that there was a
collective liability - Nor
do the papers show that
there was any foundation for
the alleged mission of Corp
by the recall of the 11
Shops in question. As
other grounds however do
Kellaway's and the sale
of all the 14 Shops & the
Devon with whom I
have discussed the subject
agree - Hence the proof
under I have prepared
which the deer will
please sign

15 7 07

Draft as proposed

829

12 To S.R. Govt 99

The Excise Commr.

in mysore

No 9991
Ex. 508
Dated 15th June 1901.

His letter no 6421/403 of the 5th instant reporting the result of the resale of the toddy shops of the Bangalore city for 1901-1902.

The report called for in this office no 9877/3x500 dated 10th instant together with the correspondence connected with the resale referred to above is awaited and should be expedited

"S. O."

15/6/01

For Secretary

KG
15/6/01

Office of the Excise Commissioner
in Mysore.

Bangalore Dated 5/8th June 1901.

No. 6421/403

From

The Excise Commissioner
in Mysore.

To

The Secretary to Government
General and Revenue
Departments.

Sir,

I have the honor to annex
below the results of the resale
of the toddy shops of the
Bangalore city for the
year 1901-1902:—

Rent for 1900-1901	Rent for 1901-1902.	Increase.
Rs. As. P.	Rs. As. P.	Rs. As. P
20,200 — —	31,300 — —	11,100 — —

I have the honor to be
Sir,
Your most obedient servant

[signature]

Excise Commissioner
in Mysore

Gen. 30.]

8390 C

~~189~~ 1901.

Ex. 457

From

The Excise Commissioner
in Mysore.

To

The ~~Chief~~ Secretary to the
Govt ~~Dewan~~ of Mysore.

Dated 5th June 1901.

Despatched /6 — 01

Received

Enclosure No.

General No. 6424

No. 403

In reply to

SUBJECT.

Reports the results of the resale of the toddy shops of the Bangalore city for 1901-1902.

References (to be entered only in the Dewan's Office.)

R
10.6.01

Draft as per order

10 To Urgent 81-7

S.R.-15 The Excise Commr.

in Mysore

No 9877 Ex 3
Ex.500

Dated 10th June 1901

To

Has the honor to

forward herewith ~~for disposal~~ ~~of card~~ ~~or for report if necessary~~, a

telegram dated 4th June & a petition ~~dated~~ 7th Idem 1901 from ~~Dolappa Row & Co.~~, Hulgaji Rao Toddy Contractors, Chamarajpendra pet, complaining that though their bid for the 14 toddy shops of the Bangalore city ~~in the Kolar~~ near the highest, the Deputy Commr. under ~~certain circumstances~~ Bangalore ~~district~~ has delayed the confirmation of sale, as their enemies, who were present and kept quiet at the time of sale, ~~have since~~ subsequently have offered a larger amount simply with the object of ~~causing~~ giving them (petrs.) unnecessary trouble. ~~The~~ (~~Petitioners~~)

Hoolpajee Row

of the ~~Collector~~

and to request the favor of an early report as to how the matter stands & what truth there is in the petitioners allegations.

"B. O."

9/6/01.

12/6/01

10/6

Secretary

Rec 7/6/01

8.R.1500 96 8.6

190

Ex. 454.

9

From

Messrs. Hoolagee Ras.
A Hanumanthappa
K. Nagappah
To and K. Siddappah

THE SECY. TO THE GOVT. OF MYSORE,
GEN. & REV. DEPTS.

Dated

Despatched 7th June 1901.

Received

General No.

No.

Enclosure No.

Praying for the confirmation of the sale of 14 toddy shops of the Bangalore City for which necessary deposits have been accepted at the time of auction

References to be marked.

Secretary's order within.

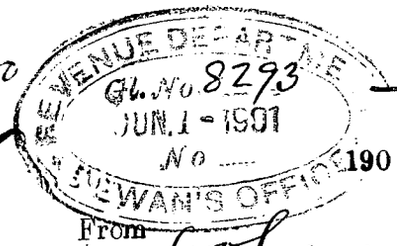
5.45 P.M.

Excuse.

Brought tomorrow with a note at 12 Noon 3

(Initialled) H.V.N.
7/6/1901.

SR 15-700



81.5

25

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From Collagy row and Co.
Toddy Contractors.
Chamarajendrapet,
Bangalore

To

THE SECY. TO THE GOVT. OF MYSORE,
GEN. & REV. DEPTS.

Dated 4/6/01

Despatched

Received

General No. Telegram
No.

Enclosure No. 1

Praying for the confirmation of the sales of certain toddy shops now in the city.

Gen
6/6/01

References to be marked.

7/6/01

Decrees in accordance with Rules - The necessary action should be taken at once & communicated to this office -

16/5

Clerk

15/5/07

To The Excise Commrs.
" Comptroller, M.G.

The Decrees are agreeable to this office - Please issue at once Release of 15/5/07 -

B

on their offering Rs 780 in excess of the aggregate of the highest bids, this addl sum was with the consent of the highest bidders distributed pro rata and the shop was duly closed - This procedure shows that the sale proceeds reached the Government and properly (which ought to have claimed) & to which Govt attach the greatest importance. Such a Sale,

+ were considered, That the sale was, contrary to express orders, not by sealed tenders, nor by auction but by separate negotiation - Apart therefore from the subsequent manipulations the demand of 3 months realised instead of 15 days' rent appears the unconscionable, & unjustifiable The Mucharlka letter from the highest bidders (their Surety) and Chhotka Basanna, Goldsmith of opinion that the sale should be declared and all the 14 shops ordered to be disposed of by

Proofs

M.4

Read:- Letter No 5866 dt 31.6 from the Chief Secretary to Govt Government correspondence, from the Collector in which recommended that reasons stated that all the 14 factory workers in the Bungalow cutting Grass & were thatched Basavanna for the year 1901-1902 as per Memorandum dated 15th April 01 and that a record of all of them be ordered which the Deputy Commissioner proposes to sell

Issue today
17/5/901

No: 9289-90
Fin 467
dt 17/5/01

Order

It would appear that all the 14 factories in question were used only occasionally, that the sale of none of them however was calculated to meet any appreciable portion of the Government requirements that the present keepers of the 14 factories were requested to apply, that they had to pay, etc.

above, states that as required the sale

of the said eleven shops has been adjourned

to 9th May 1901.

21

(Signed) B. K. Venkatarenadiyengar

Deputy Commissioner

"Copy"

Excise Commissioner,

in Council.

1900-1901.

From,

The Deputy Commissioner of the
Bangalore District

To The Excise Commissioner,
in Mysore.

Dated 26th April 1901.

No A. 168 (Enclosures one petition
its two enclosures)

His docket No. 5574/135, in regard to the sale of the right of vending toddy in the 14 shops of the Bangalore city during the year 1901-1902.

Has the honor to state that, as requested by some of the persons present, the shops referred to were sold separately. Three of them were bought by three different individuals. For the remaining 11, Balappa referred to, was the highest bidder in each case, 10 shops having been knocked down to his name, and one to that of his brother. The highest bidder for one of the first three shops paid three months' rent then and there, and the highest bidders for the other two shops paid their deposits subsequently. There was, therefore, no reason to interfere with their rights. It was the purchaser of the remaining 11 shops, viz, the said Balappa, that made default.

Who is he? How much did he pay & 25 Rs?

When? on 22 or 23 ad.

Read the whole letter and decision on the enclosures

Chicka-

Chicka Basanna, who had stood security for
him, was asked to produce the amount due
from him. But he wanted the whole of the 14
shops to be given to him, inasmuch as he
had agreed before the amildar to stand surety
on the condition that the whole of the 14 shops
should be given to him on failure of the
production of deposit by the purchasers
thereof. It was not possible to Cancel
the sales that had been Confirmed to
the aforesaid three individuals, more
especially as they had not made any
default. Therefore, Chicka Basanna was
offered the 11 shops of Balappa in regard to
which default had been made; but he
declined to accept them, and there was
nothing to bind the Government to give
him all or any of the shops, inasmuch as
he was not compelled to pay any money;
but another person's application therefor
was received together with the needful deposit;
and the right of vending toddy therein
was ordered to be resold on the 30th April 1901.

2 It is true that the purchasers

of

BANGALORE EXCISE TALUK

16

4

F.M.C. 4651

ਅਦਾਲਤ ਸ਼੍ਰੀਮਤੀ ਰਵਨੀਤ ਕੌਰ ਸਿਵਲ ਜੱਜ (ਸੀਨੀਅਰ ਡਵੀਜ਼ਨ) ਫਾਜ਼ਿਲਕਾ

ਸਿਵਲ ਕੇਸ ਨੰਬਰ ੧੭੪ ਮਿਤੀ ੧੭.੦੭.੨੦੧੭

ਸ਼੍ਰੀ ਰਾਮ ਲਾਲ ਪੁੱਤਰ ਸ਼੍ਰੀ ਹੰਸ ਰਾਜ ਵਾਸੀ ਮੰਡੀ ਰੋਡ ਫਾਜ਼ਿਲਕਾ ..... ਮੁਦਈ

ਬਨਾਮ

ਸ਼੍ਰੀ ਮਤੀ ਕਮਲਾ ਦੇਵੀ ਪਤਨੀ ਸ਼੍ਰੀ ਰਾਮ ਲਾਲ ਵਾਸੀ ਮੰਡੀ ਰੋਡ ਫਾਜ਼ਿਲਕਾ ..... ਮੁਦਾਲਾ

ਦਾਅਵਾ ਸਥਾਈ ਮਨਾਹੀ ਹੁਕਮ ਅਤੇ ਹਰਜਾਨਾ

ਮੁਦਈ ਵੱਲੋਂ ਐਡਵੋਕੇਟ ਸ਼੍ਰੀ ਅਨਿਲ ਕੁਮਾਰ ਸ਼ਰਮਾ ਹਾਜ਼ਰ ਆਏ।

ਮੁਦਾਲਾ ਵੱਲੋਂ ਕੋਈ ਹਾਜ਼ਰ ਨਹੀਂ ਆਇਆ। ਮੁਦਾਲੇ ਨੂੰ ਸੰਮਨ ਤਾਮੀਲ ਹੋਣ ਦੇ ਬਾਵਜੂਦ ਗੈਰ-ਹਾਜ਼ਰ ਹੋਣ ਕਰਕੇ ਇਕਪਾਸੜ ਕਾਰਵਾਈ ਕੀਤੀ ਗਈ।

ਮੁਦਈ ਨੇ ਆਪਣੇ ਦਾਅਵੇ ਵਿੱਚ ਕਿਹਾ ਕਿ ਉਹ ਮੰਡੀ ਰੋਡ ਫਾਜ਼ਿਲਕਾ ਵਿਖੇ ਕਰਿਆਨੇ ਦੀ ਦੁਕਾਨ ਕਰਦਾ ਹੈ। ਮੁਦਾਲਾ ਉਸ ਦੀ ਪਤਨੀ ਹੈ ਜੋ ਕਿ ਅਕਸਰ ਘਰੇਲੂ ਝਗੜੇ ਕਰਕੇ ਉਸ ਨੂੰ ਅਤੇ ਉਸ ਦੇ ਪਰਿਵਾਰ ਨੂੰ ਤੰਗ ਕਰਦੀ ਹੈ। ਮਿਤੀ ੦੩.੦੫.੨੦੧੭ ਨੂੰ ਮੁਦਾਲਾ ਨੇ ਮੁਦਈ ਦੀ ਦੁਕਾਨ ਤੇ ਆ ਕੇ ਗਾਹਕਾਂ ਦੇ ਸਾਹਮਣੇ ਉਸ ਨਾਲ ਗਾਲੀ-ਗਲੋਚ ਕੀਤੀ ਅਤੇ ਦੁਕਾਨ ਦਾ ਸਮਾਨ ਬਾਹਰ ਸੁੱਟ ਦਿੱਤਾ। ਇਸ ਕਾਰਨ ਮੁਦਈ ਦੀ ਸਮਾਜ ਵਿੱਚ ਬਦਨਾਮੀ ਹੋਈ ਅਤੇ ਉਸ ਦਾ ਕਾਫੀ ਨੁਕਸਾਨ ਹੋਇਆ। ਮੁਦਈ ਨੇ ਅਦਾਲਤ ਤੋਂ ਮੰਗ ਕੀਤੀ ਕਿ ਮੁਦਾਲੇ ਨੂੰ ਸਥਾਈ ਮਨਾਹੀ ਹੁਕਮ ਜਾਰੀ ਕੀਤਾ ਜਾਵੇ ਅਤੇ ਹਰਜਾਨੇ ਵਜੋਂ ੫੦,੦੦੦ ਰੁਪਏ ਦਿਵਾਏ ਜਾਣ।

ਮੁਦਈ ਦੇ ਵਕੀਲ ਨੇ ਦਲੀਲ ਦਿੱਤੀ ਕਿ ਮੁਦਾਲੇ ਦੀ ਗੈਰ-ਹਾਜ਼ਰੀ ਕਾਰਨ ਮੁਦਈ ਦੇ ਦਾਅਵੇ ਨੂੰ ਸਹੀ ਮੰਨਿਆ ਜਾਵੇ ਅਤੇ ਡਿਕਰੀ ਜਾਰੀ ਕੀਤੀ ਜਾਵੇ।

ਮੈਂ ਮੁਦਈ ਦੇ ਵਕੀਲ ਦੀਆਂ ਦਲੀਲਾਂ ਸੁਣੀਆਂ ਅਤੇ ਰਿਕਾਰਡ ਦਾ ਬਾਰੀਕੀ ਨਾਲ ਅਧਿਐਨ ਕੀਤਾ।

ਮੁਦਈ ਦੇ ਦਾਅਵੇ ਅਨੁਸਾਰ ਮੁਦਾਲਾ ਉਸ ਦੀ ਪਤਨੀ ਹੈ ਅਤੇ ਦੋਵਾਂ ਵਿਚਕਾਰ ਵਿਆਹ ਦਾ ਰਿਸ਼ਤਾ ਕਾਇਮ ਹੈ। ਮੁਦਈ ਨੇ ਆਪਣੇ ਦਾਅਵੇ ਦੇ ਸਮਰਥਨ ਵਿੱਚ ਆਪਣਾ ਸ਼ਪਥ-ਪੱਤਰ ਪੇਸ਼ ਕੀਤਾ ਹੈ ਜਿਸ ਵਿੱਚ ਉਸ ਨੇ ਦਾਅਵੇ ਵਿਚਲੇ ਤੱਥਾਂ ਨੂੰ ਦੁਹਰਾਇਆ ਹੈ। ਮੁਦਾਲੇ ਵੱਲੋਂ ਕੋਈ ਜਵਾਬ ਦਾਅਵਾ ਦਾਖਲ ਨਹੀਂ ਕੀਤਾ ਗਿਆ ਅਤੇ ਨਾ ਹੀ ਉਸ ਵੱਲੋਂ ਕੋਈ ਸਬੂਤ ਪੇਸ਼ ਕੀਤਾ ਗਿਆ ਹੈ।

ਮੁਦਈ ਦੇ ਵਕੀਲ ਨੇ ਦਲੀਲ ਦਿੱਤੀ ਕਿ ਮੁਦਾਲੇ ਦੀ ਗੈਰ-ਹਾਜ਼ਰੀ ਕਾਰਨ ਮੁਦਈ ਦੇ ਦਾਅਵੇ ਨੂੰ ਸਹੀ ਮੰਨਿਆ ਜਾਵੇ ਅਤੇ ਡਿਕਰੀ ਜਾਰੀ ਕੀਤੀ ਜਾਵੇ।

ਮੈਂ ਮੁਦਈ ਦੇ ਵਕੀਲ ਦੀਆਂ ਦਲੀਲਾਂ ਸੁਣੀਆਂ ਅਤੇ ਰਿਕਾਰਡ ਦਾ ਬਾਰੀਕੀ ਨਾਲ ਅਧਿਐਨ ਕੀਤਾ।

ਮੁਦਈ ਦੇ ਦਾਅਵੇ ਅਨੁਸਾਰ ਮੁਦਾਲਾ ਉਸ ਦੀ ਪਤਨੀ ਹੈ ਅਤੇ ਦੋਵਾਂ ਵਿਚਕਾਰ ਵਿਆਹ ਦਾ ਰਿਸ਼ਤਾ ਕਾਇਮ ਹੈ। ਮੁਦਈ ਨੇ ਆਪਣੇ ਦਾਅਵੇ ਦੇ ਸਮਰਥਨ ਵਿੱਚ ਆਪਣਾ ਸ਼ਪਥ-ਪੱਤਰ ਪੇਸ਼ ਕੀਤਾ ਹੈ ਜਿਸ ਵਿੱਚ ਉਸ ਨੇ ਦਾਅਵੇ ਵਿਚਲੇ ਤੱਥਾਂ ਨੂੰ ਦੁਹਰਾਇਆ ਹੈ। ਮੁਦਾਲੇ ਵੱਲੋਂ ਕੋਈ ਜਵਾਬ ਦਾਅਵਾ ਦਾਖਲ ਨਹੀਂ ਕੀਤਾ ਗਿਆ ਅਤੇ ਨਾ ਹੀ ਉਸ ਵੱਲੋਂ ਕੋਈ ਸਬੂਤ ਪੇਸ਼ ਕੀਤਾ ਗਿਆ ਹੈ।

Forwarded to the
Assistant Commissioner, Bangalore
North Sub Division, for necessary
action please.

Executive Officer

24/4/87

From

The Excise Superintendent

Bangalore Range

To

The Deputy Commissioner

Bangalore District

Dated 30th April 1901.

Sir

With reference to Excise Commissioner's docket No. 5638/139 of 29th April/01, I beg to state that the Mutchelka therein referred to was taken by the accused while I was conducting the sale of Abkari farms to which the accused has given a full explanation.

On the 22nd inst. there was a dispute about the payment of Balegowda's deposit when as per orders of the Dy. Commr. the Mutchelka & the parties were produced before him.

I beg to remain

Sir

Your most obt. Servant.

M. Rajamudaliar

Excise Superintendent

all disputes, I beg to recommend that under the authority vested in Government by the last sentence of para 1 of Government Notification No. 6981 dated 7th March 1901, Ex 346 the confirmation of the sale of the three shops may be cancelled and the whole fourteen shops given to Chicka Basanna on condition of his paying the balance of the deposit of Rs 6000, in accordance with the Mutchalika or that the whole fourteen shops sen may be ordered to be resold instead of only eleven shops which the Deputy Commissioner has ordered to be resold on the 9th instant

I have the honor to be,

Sir,

your most obedient servant

M Rivinagu

Excise Commissioner

kk in Mysore

wanted for it, Sahukar Chicka Basanna of Bangalore executed a Muchalika binding himself to pay it in the event of their default. They having failed to pay the amount a notice was issued to Chicka Basanna asking him to produce it at once Accordingly he appeared before the Deputy Commissioner and stated that he was prepared to pay the amount if the whole fourteen shops were transfered to him in accordance with the terms of the Muchalika. But the deputy Commissioner told him that as he had received the requisite deposit from the purchasers of three shops he had confirmed the sale in their favor, and that he would therefore give him only the remaining eleven shops for which he should produce the balance of the deposit Chicka Basanna refused to accept these terms. Thereupon the deputy Commissioner ordered that the eleven shops would be resold on the 30th April 1901. Against this order Chicka Basanna appealed to me, on which a report was called for. The deputy Commissioner says that the highest bidder for one of the shops paid three months' rent as security on the date of sale, and

and the highest bidders for the other two shops paid it subsequently. If such was the case there was no necessity to include the whole fourteen shops with the names of the highest bidders in Chicka Basanna's Mutchalika which was taken on the date of sale viz 15th April 1901. It will be seen that all the highest bidders of the fourteen shops have certified at the foot of Chicka Basanna's Mutchalika that in the event of their failure to pay the deposit referred to in the Mutchalika (viz Rs 6000) before the 22nd April 1901, their shops could be transferred to Chicka Basanna. It has to be inferred from this that the whole of the five highest bidders of the fourteen shops, who have certified at the foot of the Mutchalika, held themselves liable jointly and severally for the balance of the security deposit viz Rs 6000 mentioned in the Mutchalika. I am therefore of opinion that the Deputy Commissioner was not right in confirming the sale of three shops unless the whole amount of Rs 6000 was produced, and that Chicka Basanna is quite right in claiming the transfer of the whole fourteen shops to his name on condition of his paying the deposit of Rs 6000 in accordance with the terms of his Mutchalika

and

and the notice issued to him by the Amildar The Amildar in his explanation states that by the notice issued to Chicka Basanna he should have been called upon to pay the deposit amount of eleven shops only, out of fourteen as three of them had paid up their deposits, but by a mistake he was asked to pay for all the shops entering Rs 6000 in the notice the amount for which he stood surety" This in fact betrays the real understanding at the time Only one man paid the deposit at the proper time Thirteen did not The full deposit amount for the full amount of bids for the full number of fourteen shops was Rs 7500. Of this the sum deposited was Rs 1500 Balance that had to be deposited was Rs 6000. Basanna was accepted security for the amount of balance of deposit and he came forward to stand security if on failure to pay up the full balance of deposit by the bidders he would be given all the fourteen shops. The Mutchalika mentioned the amount proportionate to the fourteen shops after deducting what deposit had forthcome. The notice is consistent with it. That being the understanding of all parties

at

at the time the Amildar's explanation above quoted is not worthy of being accepted, and could only be looked upon as the explanation now possible for accepting deposit amount at a subsequent date for only two of the thirteen remaining shops.

2. The Bellary men who are the present toddy contractors of the Bangalore city have complained to me and also to Government vide your docket No 8442 dated 18th April 1901) that the Ex 433' fourteen toddy shops of the Bangalore city have been given away to others though they offered Rs 30000 for all of them while the highest bids of the individual shops aggregated only Rs 29,220. It would appear that at the close of the sales of the individual shops, which gave Rs 29,220, the Bellary men offered Rs 30,000. Thereupon the highest bidders of the individual shops also agreed to pay Rs 30000. Accordingly the Deputy Commissioner accepted the amount, and the same was also mentioned in the Mutchalika taken from Chick Basanna

3. Under all the circumstances of the case, and in view to avoid all

4

Urgent

No. 5666/316 Encl 2

Office of the Excise Commissioner in Mysore

Dated, Bangalore 1½ 1st May 1901.

From The Excise Commissioner in Mysore

To The Secretary to the Government of Mysore General & Revenue Departments

Sir,

In submitting herewith copy of the marginally-noted correspondence I have the honor to state that it would appear that the deputy commissioner of the Bangalore District sold individually the fourteen toddy shops of the Bangalore city to the highest bidders for amounts aggregating Rs 30000. As they appeared to be impecunious, they were called upon to produce at once Rs 7,500 being the prescribed security deposit equal to three months' rent calculated upon the above amount of Rs 30000. They paid Rs 1500 and agreed to pay the balance of Rs 6000 within one week. As a personal security was wanted

1 Docket No. A 168, dated 26th April 1901, from the Deputy Commissioner, Bangalore District, together with its original enclosures.

2 Docket No. A 169, dated 30th April 1901, from ditto, together with its original enclosures.

Recd ng of 3rd May-

Urgent

Submitted to the 2nd Cr with file Containing rules &c

3/5/1901

From

Ex 35/~~185~~ 1901 7381

3

The Excise Commissioner in Mysore

To The Secretary to the Government of Mysore General & Revenue Department

Dated 1/5/01

Despatched } May 1901

Received

General No. 5666
No. 316

Enclosures No.

Subject

Recommends that for the reasons herein stated the fourteen toddy shops of the Bangalore city sold for 1901–1902 may be ordered to be transferred to Chicka Basaundi in accordance with his Mutchalika or that the whole of them may be ordered to be resold instead of only eleven shops which the Deputy Commissioner has ordered to be resold.

3

434

INDIAN TELEGRAPHS. Monthly Number. 434

Code Class. P

To Superintendent Engineer Bangalore

From (Office) Executive Engineer

Words 53 Day 15 Hour. 16 Minute. 5 Official Instructions

To (Person) 10 Executive Engineer Krishnagiri

From (Person) Thanoomanthpet

Reference your letter dated 14th inst. Tenders received today contractor bodays Rs. 29220 Tenders opened in my office at 10 A.M.

Draft for per order

87-2

2 To

S.R 15/7000 The Excise Commr in the Mysore

No 8242 Ex 2
Ex 433

Dated 18th April 1901

18.

Has the honor to forward herewith for disposal a copy of the telegram × from ~~Lala Thoo~~ Hanumantha and Nattakallappa, Toddy Contractors of the Bangalore City, complaining that the Toddy shops for the present 1901-1902 have been given away for Rs 29 220/- though they offered Rs 30000/- for all the shops ~~en block~~ en bloc

× with the pass for a reply paid telegram.

B O

18/4/01

for Secretary

KG
18/4/01.

5415/278

Office of the Excise Commissioner in Mysore.
Bangalore. Dated 17th April 1901.
18

From

The Excise Commissioner,
in Mysore

To

The Secretary to Government
Ex & Rev. Depts.

Sir,

I have the honour to annex below the results of the sales of the Toddy Shops of the Bangalore Taluk for the year 1901-1902 :-

	Rent for 1900-1901 Rupees	Rent for 1901-1902 Rupees	Difference Rupees
Bangalore City Toddy Shops	20,220	30000	+9780
Bangalore Taluk rural Shops	18,756	15,804	-2952
Total	38,976	45,804	+6828

I have the honour to be
Sir,
Your most obedient servant
M Krishnaya
Excise Commissioner
in Mysore

7007 821
Rm 315 1901

512.157 00 From

The Excise Commissioner
in Mysore.

To
The Secretary to Govt
Gl & Rev. Depts

Dated 17th April 1901
Despatched 18 do
Received
General No. 5415
No. 298
Enclosure No.

To 2nd Cr for information.
19/4

Informing the
results of the Sales
of the Toddy Shops
of the Bangalore
Taluk for the year
1901-1902.

Seen
20/4/07
sub-ed to the Diwan
for info. H
21/4

Read 12 noon
24/4/07.

25/4

R
18.4.07

29

Results of the resale of toddy shops ordered in Govt. order 9289-90/9467 dt 17.5.1901. (on the files)

City	1900-1901.	1901-1902.	Difference
	Rs	Rs	Rs
Bangalore.	20,200/-	31,300/-	+11,100/-

Submitted to the 2nd Councillor.

13/6/01

12/6/01

Please send an order as follows:

The proceedings in this office No 9877/9500 dt 10th June 1901 ordering the essentiality cancelled under the resale in question to enable it to proceed as directed.

14/6/01

Issue

14/6

25

Note

In pursuance of the toddy sale notification no 6981-Sr 346 dated 7th March 1901, the Bangalore Deputy Commr sold the 14 toddy shops of the Bangalore city for 1901-1902 for Rs 30000/-. owing to some irregularity in the sale procedure the Excise Commr recommended that ~~the~~ the 14 toddy shops might be transferred to one Chikkabasanna in accordance with the terms of the mutchalika executed by him or that the whole of them ~~may~~ be ordered to be resold instead of only eleven shops as ordered by the Deputy Commr, for reasons assigned in his letter. The matter was ~~[illegible]~~ thoroughly considered by Govt and after a personal discussion with the Excise Commr, Govt set aside the sale & directed that the 14 shops should be disposed of de novo in accordance with Rules. As ordered in the above proc. the resale appears to have been held on the 20th ultimo. The

× put up on file

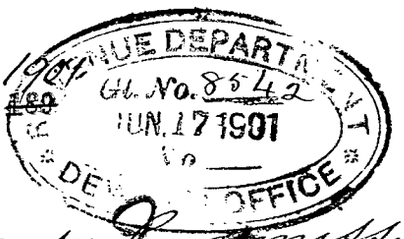
Govt proc. no 9289-90 / Sr 467 dt 17.5.01

present petitioners (Hoolgajee Row & Co)
represent that their bid being
highest on the day of auction, the
14 shops were knocked down to them
for Rs 23060, that 5 or 6 days
after, when the Deputy Commr had
actually signed the confirmatory
notices, the Excise Commr received
a telegram from one Narainsamy Naidu
of Bellary, an opponent of the petitioners,
making a larger offer and that
under instructions from the
Excise Commr the Deputy
Commr informally accepted
the ~~bid~~ offer of Rs 31300, on the
5th instant, and pray that
further proceedings in the matter
may be ordered to be stayed
and that the sale effected on the
20th ultimo may be ordered
to be confirmed, as otherwise
great injustice will be done
to them.
From the same petitioners
a telegram dated 14th June 1901
on the subject has also been
received on which the 2nd
Councillor has ordered that
it be shewn be sent to Excise
Commr for disposal or for
report if necessary, & draft
is according by submitted

Note The Deputy Commr is vested
with power to accept or reject any bid
at discretion or to sell the said pri-
vilege in any particular case by
means of tenders or by private
negotiation. (para 1 of sale notice

15

Ex. 470.



From

The Excise Commissioner in Mysore

To

The Secretary to the Government of Mysore General & Revenue depts.

Dated 13th
Despatched 14
Received
} June 1901

General No. 6725
No. 414

Enclosure No. 5

Submd to the 2 Councillor, the Secretary being absent from the Station.
19/6/01

Rect 19.6.01

In reply to Secretary's docket No. 9877 dated the 10th June 1901.
Ex. Fl. L. 500

Please report on cases as follows:—

"

Subject

Reports the circumstances relating to the 3rd sale of the Toddy shops of the Bangalore city for 1901–1902 with reference to the appeal of Hulgappa Row and K. Nagappa to Government.

The cases of irregular completion at the sale held on the 20th of May last and the consequent low bids opened, were evidently due to combination. The subsequent action taken by the Excise Commr & the Dy Commr resulting in the Lease of the shops in question in favor of Mr Narainsami Naidu for Rs 31300 was under the circumstances perfectly unobjectionable. Govt accordingly decline to interfere. The petition of Hulgappa Rao & others is rejected"

20/6/01.

Submitted with reference to this Office No. 9877 & Ex 500 of 10th June 1901.

R 19/6/01

Rd 18/6/1901

Excise Commissioner's Office

No. 6725 / 414 Encls — Bangalore, dated 13th June 1901

From The Excise Commissioner in Mysore

To The Secretary to the Government of Mysore General & Revenue Departments

Sir,

In reply to your docket No. 7877, dated the 10th instant, Ex. Fr. 500 I have the honor to state that in accordance with the Government Proceedings No. 9289—90, dated the 17th May 1901, Ex. 467, the Deputy Commissioner, Bangalore District, resold the fourteen toddy shops of the Bangalore city on the 20th May 1901, when the highest bid of Mulgaji Row, Hanumanthappa, K. C Vegappa and K. Siddappa, all of Bellary, was only Rs 23,060, while the highest bid received at the first sale, was Rs 30,000. Before the Deputy Commissioner's report on this unsuccessful result reached me, I had received information that the Bellary men and local men who competed against each other at the first sale, colluded at the

the second sale so as not to bid more than Rs 23060, the private arrangement between them being that the Bellary men should have ten anna's share and local men six anna's share in the contract. Mulgaji Row who appeared in this office on the 10th instant to know whether any orders had been passed on his appeal petition, admitted that such was the arrangement. On receipt of the Deputy Commissioner's report on the result of the second sale, I wrote to him enquiring into the cause of the heavy fall of Rs 6940/- compared with the highest amount offered at the first sale, and pointing out to him that it was evidently due to combination, seeing that Bellary men Nettakallappa and Hanmanthappa the present Toddy Contractors of the Bangalore city, offered Rs 31,000/- for the whole 14 shops en bloc immediately after the close of the first sale of the shops individually in favor of Bade Gowda, Poota Nanja and others; and that Chikka Basanna of Bangalore the past year's Toddy Contractor of the Bangalore city, was prepared to take the whole 14 shops collectively for Rs 30,000/-. The Deputy Commissioner replied that he was unable to assign any

any cause for the fall. I then questioned him whether he had formally confirmed the sale by issuing Confirmation Notices. He replied in the negative; and at the same time forwarded a telegram and an application received by him from M/s C Karigyanadawmy & Naidu, Abkari Contractor and Special Magistrate of Bellary offering Rs 30,000 and requesting the Deputy Commissioner not to confirm the sale, as he had learnt that the low amount of Rs 23,060 offered at the second sale, was due to collusion. The Deputy Commissioner also sent me the following tenders subsequently received by him :—

(1) From Bhare Somappa of Bangalore offering Rs 30,105. Note. The aforesaid Chicka Basanna stated in this office that this tender was sent on his behalf.

(2) From Anjanappa, offering Rs 30,500. Note. This is a brother of Bellary Hanumanthappa, one of the present Toddy Contractors of the Bangalore city.

(3) From Nettakallappa and Hanumanthappa of Bellary, the present Toddy Contractors of the Bangalore city, offering Rs 30,600.

In returning the above tenders to

to the Deputy Commissioner I wrote
to him observing that it seems quite
clear that in the second sale held
by the Deputy Commissioner, there
was strong combination, and the
bids received, were not fair; that this
is also evident from the tender of a
new person in the field in the person
of Mr. Narayanasawmy Naidu Abkari
Contractor and Special Magistrate, Bellary,
for Rs 30,000, that the tenders from
Bhare Somappa and Anjanappa,
Hanumanthappa and Nettakallappa,
are not in a sense bona fide, being
apparently on behalf of (1) Chicka Basanna
and (2) Nettakallappa & Hanumanthappa
who both were present at the second
sale, and therefore cannot claim the
treatment which could be accorded
to a bona fide new tenderer; and that
the best course I could suggest for
the Deputy Commissioner's consideration
is to settle with Mr. Narayanasamy
Naidu, a man of status and
respectability and of sufficient
means apparently under para 1
of the Sale Notification by private
negotiation for the sum of Rupees
thirty one thousand which the
Deputy Commissioner seems to have
been offered originally, should the

Deputy

Deputy Commissioner deem proper.
On another direct application to him from cNe tta Kallappa and Hanumanthappa I wrote to the Deputy Commissioner, that he may, if he preferred, settle it by competition.

2. On the 5th June 1901, the Deputy Commissioner had all the interested parties including the appellants Hulgaji Row & cNagappa, before him, and put the shops to competition. On Mr. Narayanasamy Naidu offering Rs 31,000 for the shops, the Deputy Commissioner asked Netta-Kallappa what he would say. He offered 100 Rupees more. Next Anjanappa offered 100 Rupees more; and then NettaKallappa offered 50 rupees more. Then Mr. Narayana-samy Naidu offered Rs 31,300. No higher offers having been received from NettaKallappa, Hulgaji Row and others who were present, the Deputy Commissioner accepted Mr. Narayanasami Naidu's highest bid, viz Rs 31,300, and issued confirmation notice to him. A copy of the Deputy Commissioner's letter,

D.o.

No. 204, dated the 12th instant, together with a copy of the Bangalore Range Supervisor's Memorandum reporting the facts of the case, is herewith submitted. The enclosures of the docket under reply are herewith returned.

3. The accompanying telegram to the Second Councillor is sent by "Oolagy Row and Co. Toddy Contractors". "Oolagy Row" is evidently meant for Hulgaji Row. In this telegram they admit that the shops "are not confirmed" to them and no confirmation notice is issued. The appeal petition is signed by Hulgaji Row and K. Nagappa. The latter is a brother of Nettakallappa who sent a tender offering Rs 30,600 after Mr. Narayanasamy Naidu's tender for Rs 30,000 was received, and who also bid up to Rs 31,250 at the third sale. It is clear that at the second sale only Hulgaji Row of Bellary bid for the shops on behalf of the whole combined party and when the shops were knocked down to him they caused the names of Hanumanthappa, a partner of Hulgaji Row in the current toddy contract at the Civil & Military Station, and K. Nagappa and

and K. Siddappa, brothers of the said Nettakallappa who is a Toddy Contractor of the Bangalore City for the current year, to be registered as joint purchasers along with Anlgaji Row; and that at the third sale only Nettakallappa bid for the shops, all the others of the combined party being behind the screen; and that the appeal petitions both to me and Government have emanated from the same combined party, signed by the said Anlgaji Row and K. Nagappa.

4. The only two grounds prominently put forth in the appeal petition are (1) that the Deputy Commissioner did not confirm in their favor the sale held on the 20th inst. This is so, and the Deputy Commissioner did not confirm the sale, because there was combination. (2) The second ground is that there was no irregularity. The ground of non confirmation is combination which is more than evident from the statement of what has taken

place

place from the commencement
and from subsequent results which
have brought in Rs 31300 On the telegram
of petitioners to Government sent
to me for disposal or report if necessary
I have given an endorsement to them
that there are no grounds to
interfere with the action of the
Deputy Commissioner. But I submit
this report as called for in docket
No 9877 dated 10th June 1901
Ex. Fl. 2500

I have the honor to be,
Sir,
Your most obedient servant
J M Purnaiya
Excise Commissioner
in Mysore

Ex. 454.

To

THE SECRETARY,

to the Government of Mysore,

EXCISE DEPARTMENT.

Petition of (1) Hoolgajee Rao, (2) H. Hanumanthappa (3) K. Nagapah, and (4) K. Siddappah.

RESPECTFULLY SHEWETH.

Under *orders of Government*, the whole of the 14 Toddy Shops appertaining to the City of Bangalore, were put up to resale on the 20th May 1901.

2. The highest bid stood in the Petitioners name, and it was "knocked down" to them for Rs. 23,060. The Deputy Commissioner was personally present and *concluded* the sale. He called upon Petitioners and *they paid* the first deposit of fifteen days rent for which they hold his receipt.

3. The Deputy Commissioner 5 or 6 days after had actually signed the Confirmatory notices, when he and the Excise Commissioner received Telegrams, from an opponent of Petitioners, one Narrainsawmy Naidu of Bellary, making a larger offer.

4. Under instructions from Excise Commissioner *and not from Government*, the Deputy Commissioner got up a sort of informal meeting of a few persons and accepted the offer of Rs 31,300 of the said Narrainsawmy Naidu for the said 14 shops and sent up the name again, to the Excise Commissioner. This was on the 5th Instant.

5. Petitioners submit, that there was no irregularity of any kind whatsoever, in the sale conducted on the said 20th of May and there was no valid ground for setting aside the same; Narrainsawmy Naidu's offer came several days after the conclusion of the sale and ought to have been rejected, as has been done in other *similar* cases.

6. Apprehending injustice, Petitioners presented a *Petition* to the Excise Commissioner, copy of which is herewith submitted.

7. The Excise Commissioner said that he would refer the matter to the Deputy Commissioner, and that he could not give an immediate reply.

8. Petitioners fear, that the Deputy Commissioner may, in the meanwhile, confirm the sale to Narrainsawmy, and thereby give an undue advantage to him.

9. That great injustice is being done to Petitioners will be quite apparent on a perusal of this petition and its enclosure. The matter is one of urgency and Petitioners humbly and respectfully crave for an early consideration.

Petitioners pray:—

(*a*) That immediate orders may be issued staying further proceedings by the Deputy Commissioner until disposal by Government of this matter.

(*b*) That it may please Government to direct the confirmation of the sale of the 20th May ultimo.

(*c*) And that the offer made by the said Narrainsawmy may be rejected, as it ought to be in justice done.

For which act of justice Petitioners shall ever pray.

Bangalore Date
7th June 1901.

Sabapathi Ayah
Petitioners' Counsel

40

TO

THE EXCISE COMMISSIONER,

OF MYSORE.

The Petition of (1) Hoolgajee Row, (2) H. Hanumanthappa, (3) K. Nagappa, & (4) K. Siddappa.

Respectively Sheweth,

By Government Notification No. 6981—Ex. 343 Dated 7th March 1901, it was promulgated that the Exclusive privelage of selling Toddy in 14 Toddy shops detailed in the schedule thereto attached, appertaining to the City, was advertized for sale on the 15th of April last.

2. On the said 15th of April last, the said shops were accordingly putup for sale, shop by shop. Shops No. 2-3 and 10 of the schedule were knocked down to the highest bidders, Mysore Puttananjappa, Thimmaya and Vencatachellaya. The remaining 11 shops were similarly knocked down to one Balaya and members of his family and the amount of the highest bid for the whole 14 shops stood at Rs. 29,220—0—0.

3. Then the Deputy Commissioner in an informal way asked if there was any body there that would make a higher offer. Thereupon one Hanumanthappa and another Nettacallappa jointly made an offer of Rs. 30,000—0—0, for the whole lot. The Deputy Commissioner then asked the said successful bidders, if they were willing to take the shops at the said amount of Rs. 30,000—0—0, on their expressing their willingness, the Deputy Commissioner proportionately apportioned the difference on the said 14 shops thereby making the amount of the highest bid at Rs. 30,000—0—0.

4. This was finally accepted, and the parties were required to pay and paid the first deposit of "one half of the monthly rent" under rule 3 of the said Notification.

5. The Deputy Commissioner then offerred to confirm the sale *then and there*, if the parties paid a deposit of sums equal to 3 months rent, but the parties wanted a weeks time which was granted on their furnishing a surety in one Chicka Basanna of the City which latter person undertook to make good and pay any sum or sums that may have to be paid for default on the part of the afore said party or parties.

6. Owing apparently to default the whole of the 14 City Toddy shops *were put up to re-sale* by the Deputy Commissioner on the 20th of May 1901, *under* ahe orders of Government.

7. The highest bid stood in the name of Petitioners for Rs. 23,060 and in due and regular form, it was "knocked down" to their names. Deputy Commissioner, who was himself present approved and called upon them & they paid the first deposit of 15 days rental.

8. Petitioners who had been warned to have the second deposit ready against confirmation, had the same ready to be paid. On the 25th idem as Petitioners were told, even the notice of confirmation had been signed but that in as much as he had received a telegram from one Narainsawmy Naidu of Bellary, offering to take up the shops at Rs. 30,000—0—0, he the Deputy Commissioner had sent up all the papers to the Excise Commissioner for orders.

9. The Excise Commissioner had received another application from one B. Kristnappa Shetty offering to pay Rs. 26,260—0—0 and this petition was dated the 22nd of May *i. e.* two days after sale, but your honor as such, *very properly* gave on endorsement to the effect, that he ought to have bid at the sale, and that it was now too late.

10. Petitioners are informed that some others had also telegraphed to the similar effect. But Petitioners are not aware as to what was said to them.

11. On the 5th of June (Instant) without any written notice in the Gagette or otherwise and without an intimation to Petitioners, an informal meeting was held of a few persons, the offer of Narainsawmy Naidu for Rs. 31,300—0—0 for the 14 shops, was accepted and Petitioners are informed that the same is sent up to your honor.

12. Petitioners submit that this Procedure is altogether unjest and unheard of. On the 20th of May when Petitioners purchased the said Narainsawmy Naidu's Agent and partner was present at the sale and if he were so minded could have raised the bid in an open and fair way.

13. There was no irregularity either in the sale or otherwise and Petitioners had fulfilled all their obligations and in none made default.

14. The mere offers of larger sums, long after the proper time, by persons who are opposed to us, *ought not to induce* Your Honor or Government to set aside Petitioner's rights in a away that even Moglai Government do not do, in these days.

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15. If the offer made by Narainsawmy Naidu were accepted and the shops were conferred on him, Petitioners beg respectfully to submit, that it will be a clear Breach of Faith with them and that the Procedure will be one *never* contemplated by the notification. Further Petitioners will be put to considerable loss, which they will expect, this just and benign Government to recoup in as much as Petitioner made no default in any manner.

Petitioners pray:—

(*a*) That the sale held on the 20th May last in which Petitioners were highest bidders may be directed to be confirmed.

(*b*) And that the offer of the said Narainsawmy Naidu and others may be rejected as having come much too late.

For which act of Justice Petitioners shall ever pray for your long life and prosperity.

BANGALORE,
6th June 1901.

V. D. Press Bangalore—1901

5.45 PM.

Sec

Bring up tomorrow
with a note
~~Submitted~~ at 12 noon -

7/6/01

Bangalore District.
Deputy Commissioner's Office
Bangalore, 12th June 1901.

A No. 204
Exc 3.

To

The Excise Commissioner
in Mysore.

Sir,

With reference to your official memo No. 6568/168, of the 11th June 1901, forwarding for particulars, the telegram and the petition sent to Government by Messrs Hulgaji Row and Co, complaining that their highest bid for the 14 toddy shops of the Bangalore city for the year 1901-1902 was not accepted, &c, I beg to state that these shops were first sold on the 15th of April 1901, as per Government Notification on the subject, when Rs 30,000/- were realized. Some of the bidders not having paid up the deposit amounts in full, within the time prescribed therefor, all the 14 shops were sold again on the 20th May, as per Government order, when

the

the petitioners bid for them Rs 23,060/-.

As you considered that this low bid was the result of combination, you suggested the settlement of the farm with Mr. Narayana-swamy Naidu of Bellary by private negotiation, as he had offered Rs 31,000/-. Accordingly, the said Mr. Narayanasawmy Naidu, the petitioners and all but one of those that had offered higher amounts subsequent to the second sale, were heard on the 5th of June 1901, and after some competition among themselves, the farm was settled for Rs 31,300/- with the said Mr. Narayanasawmy Naidu of Bellary, and the fact intimated to you, when you expressed your satisfaction of the settlement effected. Thereupon, order of confirmation was issued.

2. The enclosures of the memo under reply are, herewith returned.

I have the honor to be,
Sir,
Your most obedient servant.

(Signed) B. H. Venkatavaradaiengar
Deputy Commissioner
Bangalore District

/Copy/
B. Narasaiya
Examiner
Court of Exchequer

Memorandum

On the 20th May 1901 when the City Doddy shops were sold by the order of Govern- ment, Sahukar Bajjanna, Chick Bajjanna and other local men and all the Bellary men including Malla Kallappah and Hanumanthappa, the present years Doddy Contractors of the Bangalore city, and Hulgaji Row and others met at the District Office Compound before the Doddy shops were sold, and sent for Seed Doss Jatanan- da Sait and his men who had come to Compete for the shops and who were sitting in the Hall where auction sales were taking place, and had a Conversation for a long time and then entered the auction room.

Out of the Mysore people, only Sahukar Bajjanna and Seed Doss Jatananda sait, and out of the Bellary men only Hulgaje Row bid for the shops. And when Hulgaje Row bid Rs 230 00, Bajjanna and the sait refrained from bidding further. After the

Shops

Shops were knocked down to Hulgojee-Row for Rs 23,060, he wanted the same to be entered in the names of himself, Hanumanthappa, K. Nagappa and K. Siddappa jointly. The Deputy Commissioner did so with the consent of the three latter, who were also present. Nagappa and Siddappa are the brothers of the aforesaid Natta Kallappa, and Hanumanthappa is Hulgojee Row's partner in the Toddy Contract of the civil and military Station for the current year. From all appearances I suspected that Bellary men and Mysore men were combined so as not to bid more than Rs 23,060/-. The following day one of the partners of the Bellary firm, admitted - that the arrangement that had been — entered into was that the Bellary firm Consisting of Netta Kalappa, Hanumanthappa, Hulgojee Row, ~~the~~ should have ten annas' share and mysore people six annas' share.

On the 5th June 1901, when the 14 shops were settled by private negotiation by the Deputy Commissioner, all the men who had tendered higher amounts after a tender for Rs 30,000 had been received from

four persons Narayanasawmy Naidu ——
Alkali Contractor and special magistrate
of Bellary were sent for by the Deputy
Commissioner. All came except Bhima
Somappa who had tendered Rs 30,105/- on
behalf of Chicka Basappa. The Deputy
Commissioner first asked Mr Narayanasawmy Naidu
whether he would take up the fourteen
shops for Rs 31,000/- as suggested in the
Excise Commissioner's docket. Then
Chetta Kallappa and Hanumanthappa
had tendered Rs 30,600/- He replied
in the affirmative. Then the Deputy
Commissioner asked Chetta Kallappa
what he would pay. He offered one
hundred Rupees more than Anjanappa
offered Rs 100/- more than Chetta Kallappa
offered Rs 150/- more.
Then the Deputy Commissioner asked
Mr Narayanasawmy Naidu what
he would give. He offered Rs 31,300/-
The Deputy Commissioner once more
asked all that were present including

Hulgaje Rao

Hulgoje Row if they would offer any-
-thing more. They all consulted outside,
and returned and said that they —
could not bid anything more. Then
the Deputy Commissioner finally accepted
Mr. Narayanaswamy Naidu's offer
for Rs 31,300/- and issued confirmation
notice to him.

All the while Hulgoje Row and
K. Nagappa were also present with
the other members of the Bellary party.

(Signed) M. Rajaindsamilkay
Excise Supervisor
Dated 13th June 1901. Bangalore Range.

"Copy"

[illegible]
for Excise Commissioner
&C. in Mysore.

Submitted
previous references as
have been submitted to the 2nd
Councillor yesterday (19.6.1901).

KG
20/6/01.

Ex. 473. Urgent

REVENUE DEPARTMENT
Gl. No. 8[illegible]05
1901. JUN. 18 1901
No
DEWAN'S OFFICE

From

The Excise Commissioner

SR 1502 81/6 in Mysore.

To

The Secretary to Govt. of Mysore
General and Revenue Depts.

Dated 18th
Despatched } June 1901.
Received

General No. 7107
No. 418

Enclosure No.

In reply to Secretary's docket
No. 9991/Ex 505, dated the 15th instant.

Subject

States that the report
regarding the resale of the
Bangalore city toddy shops
for 1901-1902, has already
been made in this office
letter no 6725/414, dated the 13th
June 1901.

Rev 17/6/01

17/6/1901

No. 7107/418

Excise Commissioner's Office

Bangalore, Dated 18th June 1901.

From

The Excise Commissioner
in Mysore.

To

The Secretary to Government of Mysore,
General and Revenue Departments.

Sir,

In reply to your docket No. 9991/En505, dated the 15th instant, I have the honor to state that the report regarding the resale of the Bangalore city toddy shops for 1901-1902 has already been made in this office letter No. 6725/414, dated the 13th June 1901. The ____ "Delivery Book" of this office shows that the Cover enclosing the report, was received in the Dewan's Office on the 15th instant.

I have the honor to be,
Sir,
Your most obedient Servant

For Excise Commissioner
in Mysore.

117

Draft as per order

SR 15 1900 Read — 8.12 950

petition dated 7th

June 1901 from Hoolgajee Row

and others complaining that

Kimpu their bid for the 14

toddy shops of the Bangalore

City at the auction sale

held on the 20th may last

was the highest, the Dy. Commr,

Bangalore distt, has ~~not~~

for reasons stated in their petition

delayed the confirmation

of the sale and praying that

the larger offer subsequently

made by narainsami naidu

may be rejected and their bid

confirmed

Letter no 6725/414 dated

13th June 1901 from the Excise

Commr in mysore, reporting

with reference to the above

petition, the circumstances

under which the Deputy

Commr has accepted the

highest bid of Rs 31300/- sub-

offered by Mr. Narainsami naidu
and stating that an endorsement
has been granted to the petitioner
to the effect that there are no
grounds to interfere with the
action taken by the Deputy Commr.
Bangalore district, in the matter.

Order thereon:—

No 10117 / 517 & 21. 6. 1901
21

The absence of proper
competition at the sale held
on the 20th ~~May~~ of May last
and the consequent low bids
offered, were evidently due
to combination. The subsequent
action taken by the Excise
Commr. and the Deputy Commr.
resulting in the disposal of
the shops in question in
favor of Mr. Narainsami Naidu
for Rs 31300/- was under
the circumstances perfectly
justifiable. Government
accordingly declare to —

interfere. The petition of Hoolgapeaw Lotners is rejected.

2nd (1st order) 21/6/01

For Secretary

KJ 20/6/01

To The Excise Commr in mysore

No. 10118/516 & 21.6.1901/21

Through their Advocate Mr C Subbapati Iyah, Bar-at-Law,

Copy to Hoolgapeaw and others in reply to their ~~petition dated~~ telegram and petition dated 4th June/01 and 7th June 1901 respectively

" B O.

For Secretary

Order on the petition:—

Presented by Mr. S. Iyer for petitioners.

Bring up with the report already called for from the Excise Comr.

Jud. H. V. N.
17/6/01

Transferred to Excise Branch for needful
SS
21.6.01
RV

Submitted.

The matter has already been disposed of in Govt. Proc. No. 10117/Ex 517 dt. 21.6.1901. Copy of it sent to the petitioners
KS
24/6/01

Govt. Memorandum
24/6/01

SR. 15 [illegible] Ex. 42

20

REVENUE DEPARTMENT
Gl. No. 8726
JUN. 22 1901
No.
DEWAN'S OFFICE

No. 2773

Name of Petitioners 1. Hoolagjee Rao, 2. H. Ramanthappa 3. Jaggappa 4. K. Siddappa

Village
Taluk } Bangalore
District

Date of Arzi 16-6-01

Date of Receipt 17-6-01

Date of Disposal

No. of Enclosure Two

ABSTRACT

In continuation of their previous petition, the petitioners ~~state~~ submit the Excise Comr's endorsement No. 6726/171 dated 13/14/6/01 informing them that there are no grounds to interfere with the Dy. Comr's action in confirming the of the Bangalore City toddy shops for 1901-1902 in favour Mr. Narrinewamy Naidu of Bellary; and state that the various allegations contained in their petition to Govt are facts; that the confirmatory

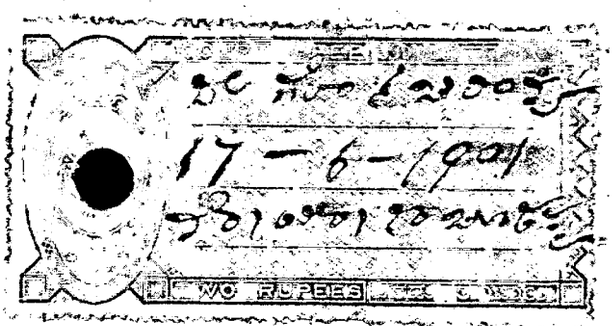
MGCPB—23-3-01—3,000.

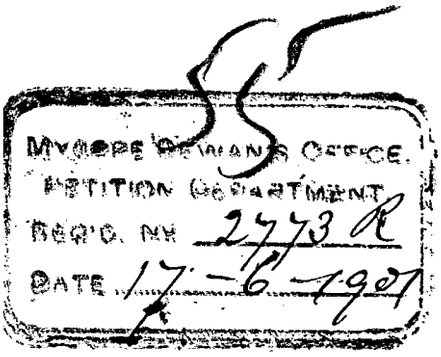
notices in favor of petitioners
had been signed and sealed
when the telegrams offering a
large sum were received from
Narrainswamy Naidu; that
this proves beyond doubt that
there could have been no fault
on the part of petitioners, and
that the authorities were solely
influenced by the offer of a large
sum in excess; and that the
accompanying Excise Comr's
endorsement granted to
B. Krishnappa plainly shows
that his offer was not so tempting
as that of M. Narrainswamy Naidu
and consequently the sale to
petitioners was for the time being
~~was~~ confirmed.

They pray for the perusal
of the correspondence from 20th
May last between the Deputy
Comr and the Excise Comr;
and that justice be done to them.

Head
21/6/01

19





Presented by vin-S.Iyer Pet
Brought with the rept.
Already called for from
the Excise Commr.

TO

Two Rupees Stamp affixed

2773 17/6/01

THE SECRETARY TO THE GOVT,

OF MYSORE.

REVENUE AND GENERAL DEPTS.

EXCISE.

The petition of (1) Hoolagajee Row,
(2) H. Hanumantappa,
(3) K. Nagappa,
and (4) K. Siddappa.

RESPECTFULLY SHEWETH,

In continuation of their Petition, Petitioners beg to submit herewith, an endorsement order, they received last night, from the Excise Commissioner, to their petition addressed to him.

2. No reasons are assigned by him; absolutely *no enquiry* was made of Petitioners nor any explanation called for, either before or after they accepted the tender of M. Narainsawmy Naidu.

3. Petitioners respectfully submit the following, for special consideration.

(*a*) That the various *allegations* contained in their petition to Government are *facts*, which neither the *Deputy Commissioner* nor the *Excise Commissioner*, can possibly *deny*.

(*b*) *At the time*, the telegrams were received from Narayanaswamy Naidu *offering a large sum*, the confirmatory notices in favor of Petitioners had been *already* signed and sealed. This *proves* beyond all doubt or question, (1) that there could have been no fault on the part of Petitioners & (2) that the authorites, were *solely* influenced by the consideration that a *large sum was offerred in excess*.

(*c*) That this view, is strongly supported, by the *original* endorsement herewith submitted, given to one B. KRISTNAPPA CHETTY, a merchant of Bangalore City, who only *two* days after the sale to Petitioners, offerred to pay Rs. 26,260 for the contract. The Endorsement is to the effect, that *he ought to have out bid at time of auction sale.* This endorsement has been given by this same Excise Commissioner and

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completely proves, that the subsequent change of opinion, was *merely* because, the offer made by Narayanaswamy Naidu, was too temptingly by large and irresistable, and that the former was not considered as sufficiently tempting.

(*d*) Petitioners have since come to understand that, after receiving the telegram from Narayanaswamy Naidu, Mr. Vencata Rungiengar, the Assistant to the Excise Commissioner, actually telegraphed back to the said Naidu, asking him to come to Bangalore, got him over here, and though not in so many words, the Excise Commissioner *desired* the Deputy Commissioner, to close or conclude the business with the Naidu. This virtually means an order. The result shows how he construed it.

4. If it should please Government to send for and peruse, the whole correspondence on this subject, that had taken place between the Deputy Commissioner and the Excise Commissioner, from 20TH May last, Government will feel convinced, that the allegations of Petitioners are perfectly correct and that great injustice has been done to them.

5. Petitioners pray that it may please Government to sift the matter throughly and do them justice, for which Petitioners shall ever pray.

BANGALORE,
16th June 1901.

C Sabapathi Iyer & ಇತರರು
Petitioners Counsel

V D. Press Bangalore—1901

W 1681

[illegible]

[illegible] 146 [illegible]

[illegible]

[illegible] 1901—1902 [illegible] 23,060 [illegible] 26,260 [illegible] 22 [illegible]

3/6/1902 Excise Comm

14 Excise Commissioners Office,

No. 6726/171 Dated, Bangalore 13th June 1901

88

Endorsement.

In reply to their petition to this office dated 6th June 1901, and to the telegram to Government dated 4th idem, Mulgajirow and K. Nagappa and Co., Toddy Contractors, Bangalore, are informed that there are no grounds to interfere with the action of the Deputy Commissioner in confirming the sale of the Bangalore City toddy shops for 1901—1902 in favor of Mr. Narayanasawmy Naidu of Bellary.

M. Sreenivas

Excise Commissioner in Mysore.

88/

33
Ex. 5 2/7/1901
2

21

Deputy for approval
S.R. 15/00

Endorsement

(through Mr. C. Sabhapathi Iyah, Barrister-at-law, Bangalore)

In reply to their petition Regd no 2773 dated 16th June 1901 representing that in the endorsement granted by the Excise Commr, no reasons are assigned for cancelling their bid for the 14 toddy shops in the Bangalore city for 1901-1902 and praying that the matter may be thoroughly sifted and justice done to them, Hoolagappa Rau & others are informed that the matter has already been disposed of in Govt proc no 10117 Ex 57 dated 21st June 1901, and that a copy of the same was sent to the petitioners through their advocate Mr. C. Sabhapathi Iyah

Iyah

Mr. C. Sabhapathi Iyah,
Bar-at-law, Bangalore.

"B O"

27/6/41
For Secretary

108
25/6/41

Ex. 38.

22

1245 190

FROM W 27-7-01

The Excise Commissioner

in Mysore

To

The Secretary to the Govt.

of Mysore

Genral & Rev: Depestments.

Dated

Despatched 22nd Jne 1901

26 do

Received

General No. 925

No. 35

Enclosure No.

Adverting to Govt Pros: No 9289-90 Ex 467 dated 17th May 1901.

Requests the return of the two Varga Razinamas sent with his D.O of the 10th May 1901, as the parties concerned have applied for the same.

Granted

27/7/01

No. 925/35

Excise Commissioner's Off
Bangalore, 22nd/26 Jne 1901

From

The Excise Commissioner
in Mysore

To

The Secretary to the Government
of Mysore
General and Revenue departments.

Sir,

Adverting to Government Proceedings No. 9289-90 Ex 46.7, dated 17th May 1901, ordering the resale of the Bangalore city toddy shops, I have the honor to request that the two Varga Razinamas sent with the my D.O. of the 10th May 1901, may be kindly returned, as the parties who produced them, have applied for the return of the same.

I have the honor to be,
Sir,
Your most obedient Servant

M Devanna

Excise Commissioner
in Mysore

Draft for approval

23

62

Lo 816

SR. 15703

The Excise Commr.

in mysore

No 2214 One file.
Ex. 55.

Dated 3rd August. ~~July~~ 1901

His letter no. 925/35
dated 22nd July 1901
requesting the return of
two varga razinamas sent
with his D.O. of the 10th may
last in connection with
the resale of toddy shops in
the Bangalore city for 1901-1902.

I have the honr to return
the two documents referred
to above together with other
papers received with
his D.O. of the 10th may last.

"B.O."

31/7/01
For Secretary

KG
31/7/01

be Thoroughly Sifted & Justice done

14. To the petitioners through their Advocate Thy Lyer.

No. 33 dt 2-VII-1901

Informs that their petition rejected already & forwarded same.

15. From the Excise Comr. No. 925/35 dt 26-7-01.

Requests the return of records sent for reference

16. To the Excise Comr. No. 2214 dt 3-8-01.

Returns the above.

2-3-16.